

EXHIBIT F

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

LEEROY M. MYERS and BARBARA C.
MYERS,

Plaintiffs,

vs.

DITECH FINANCIAL LLC, ET AL.,

Defendants.

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CIVIL ACTION NO. 4:16-cv-1053

DECLARATION OF ROBERT D. FORSTER, II

1. My name is Robert D. Forster, II. I am of sound mind and capable of making this unsworn declaration in accordance with 28 U.S.C. § 1746. I am over the age of twenty-one (21) years and have never been convicted of a felony or crime involving dishonesty. I am fully competent to testify to the matters herein. I have personal knowledge of the facts stated herein, which are true and correct.

2. I am a Partner at Barrett Daffin Frappier Turner & Engel, LLP ("Barrett Daffin"). Barrett Daffin serves as foreclosure counsel for Ditech Financial LLC.

3. I am familiar with the standard business practices and recordkeeping systems that Barrett Daffin uses to prepare and send out default notices, notices of acceleration, notices of sale, foreclosure-related notices, and to otherwise initiate foreclosure proceedings on behalf of its clients. I have personal knowledge regarding the default servicing activities related to the Texas Home Equity Note dated March 27, 2006, in the amount of \$50,000.00 payable to Home123 Corporation (the "Note") and the Texas Home Equity Security Instrument (the "Security

Instrument”) dated March 27, 2006 (collectively, the “Loan”) relating to the real property located at 12215 Carola Forest Drive, Houston, Texas 77044 (the “Property”).

4. My duties at Barrett Daffin include, among other things, the supervision of conducting foreclosure sales and the supervision of mailing of notices of default, notices of intent to accelerate, notices of acceleration, and notices of trustee sales.

5. Ditech retained Barrett Daffin to conduct foreclosure proceedings relating to the Property. I have reviewed the business records of Barrett Daffin, including, but not limited to, the notices that Barrett Daffin provided regarding the Loan and Property.

6. On or about August 19, 2013, correspondence was sent to Leeroy M. Myers and Barbara C. Myers (“Plaintiffs”) at the Property address and a second address c/o Glenda McGuire, Attorney at 9801 Westheimer, Ste. 302, Houston Texas by certified mail (the “Rescission Notices”). The Rescission Notices notified Plaintiffs that the notice of acceleration dated October 5, 2009, and all prior notices of acceleration regarding the Loan had been rescinded. Barrett Daffin received executed Return Receipts in relation to the Rescission Notices mailed to Plaintiffs at the Property addresses. True and correct redacted copies of the Rescission Notices and Return Receipts are attached hereto as **Exhibit F-1** and are incorporated herein by reference.

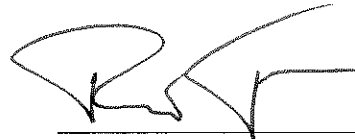
7. On or about April 23, 2014, correspondence was sent to Plaintiffs at the Property address and a second address c/o Glenda McGuire, Attorney at 9801 Westheimer, Ste. 302, Houston Texas by certified mail (the “Default Notices”). The Default Notices notified Plaintiffs that the Loan was in default, the amount required to cure the default, and that the maturity date of the Note would be accelerated if the default was not cured within thirty (30) days. True and

correct redacted copies of the Default Notices and accompanying certificate of mailing are attached hereto as **Exhibit F-2** and are incorporated herein by reference.

8. The exhibits attached hereto are (1) records kept by Barrett Daffin in the regular course of business and were made at or near the time of the acts, events, conditions and/or opinions recorded therein by an employee or representative of Barrett Daffin with knowledge of those matters; and/or (2) documents received from third parties that have been incorporated and now are part of the business records of Barrett Daffin with respect to this Loan. It was the regular business practice of Barrett Daffin for an employee or representative with knowledge of the acts, events, conditions and/or opinions recorded in these records to record or transmit the information including in these records, and/or receive and incorporate them as business records related to the Loan. The exhibits attached hereto are the originals or exact duplicates of the originals, with the exception that portions of the Loan number and/or other sensitive personal identifying information may have been redacted.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct.

Executed in Dallas County, Texas, on the 17th day of April, 2017.



Robert D. Forster, II
Partner
Barrett Daffin Frappier Turner
& Engel, LLP

EXHIBIT F-1

BARRETT DAFFIN FRAPPIER
TURNER & ENGEL, LLP
A PARTNERSHIP INCLUDING
PROFESSIONAL CORPORATIONS

ATTORNEYS AND COUNSELORS AT LAW

PAIGE BRYANT
ASSOCIATE ATTORNEY
TEXAS FORECLOSURE GROUP

15000 SURVEYOR BOULEVARD
SUITE 100, DEPARTMENT 2018
ADDISON, TEXAS 75001
TELEPHONE: (972) 386-5040
TELECOPIER: (972) 341-5075

August 19, 2013

CERTIFIED MAIL: 7196 9008 9111 6301 5520

LEEROY M. MYERS
12215 CAROLA FOREST DR
HOUSTON, TX 77044

Re: **RESCISSION OF ACCELERATION**

Property:	12215 Carola Forest Drive, Houston, Texas 77044
BDFTE No:	20090195402256
Mortgage Servicer:	Green Tree Servicing, LLC

This law firm represents Green Tree Servicing, LLC, in its mortgage banking activities in the State of Texas. Green Tree Servicing, LLC, is the mortgagee of the Note and Deed of Trust associated with the above mentioned company.

PLEASE BE ADVISED THIS FIRM IS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

This letter is formal notice of the following:

Mortgagee under the Deed of Trust referenced below hereby rescinds the notice of acceleration dated October 5, 2009 and all prior notices of acceleration. Mortgagee further agrees that Borrower may continue to pay the indebtedness due Mortgagee pursuant to the terms of the debt secured by the Deed of Trust. This Rescission of Acceleration does not waive or suspend the rights, interests or claims of Mortgagee, its successor or assigns, to accelerate and collect in the future the debt owed by Borrower. Mortgagee has appointed the undersigned as its duly authorized agent to execute this instrument on its behalf for the purposes herein stated.

Deed of Trust Date: March 27, 2006
Grantor(s) Leeroy M. Myers and Barbara C. Myers
Original Mortgagee: Home123 Corporation
Current Mortgagee: Green Tree Servicing, LLC
Mortgage Servicer: Green Tree Servicing, LLC
Recording Info: Clerk's File Number Z198524
Property County: Harris County

Legal Description:

LOT NINETEEN (19), IN BLOCK EIGHT (8), OF REPLAT OF KINGS LAKE FOREST, SECTION ONE (1), AN ADDITION IN HARRIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 279, PAGE 64 OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS.

Sincerely,



Paige Bryant

PB/af

**BARRETT DAFFIN FRAPPIER
TURNER & ENGEL, LLP**
A PARTNERSHIP INCLUDING
PROFESSIONAL CORPORATIONS

ATTORNEYS AND COUNSELORS AT LAW

PAIGE BRYANT
ASSOCIATE ATTORNEY
TEXAS FORECLOSURE GROUP

15000 SURVEYOR BOULEVARD
SUITE 100, DEPARTMENT 2018
ADDISON, TEXAS 75001
TELEPHONE: (972) 386-5040
TELECOPIER: (972) 341-5075

August 19, 2013

CERTIFIED MAIL: 7196 9008 9111 6301 5537

LEEROY M. MYERS
C/O GLENDA MCGUIRE, ATTORNEY
9801 WESTHEIMER, STE 302
HOUSTON, TX 77042

Re: **RESCISSION OF ACCELERATION**

Property:	12215 Carola Forest Drive, Houston, Texas 77044
BDFTE No:	20090195402256
Mortgage Servicer:	Green Tree Servicing, LLC

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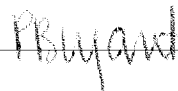
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Current Mortgagee: Green Tree Servicing, LLC
Mortgage Servicer: Green Tree Servicing, LLC
Recording Info: Clerk's File Number Z198524
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Sincerely,



Paige Bryant

PB/af

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PAIGE BRYANT
ASSOCIATE ATTORNEY
TEXAS FORECLOSURE GROUP

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SUITE 100, DEPARTMENT 2013
ADDISON, TEXAS 75001
TELEPHONE: (972) 386-5040
TELECOPIER: (972) 341-5075

August 19, 2013

CERTIFIED MAIL: 7196 9008 9111 6301 5544
BARBARA C. MYERS
12215 CAROLA FOREST DR
HOUSTON, TX 77044

Re: **RESCISSION OF ACCELERATION**

Property: 12215 Carola Forest Drive, Houston, Texas 77044
BDFTE No: 20090195402256
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Current Mortgagee: Green Tree Servicing, LLC
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Recording Info: Clerk's File Number Z198524
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Sincerely,



Paige Bryant

PB/af

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TURNER & ENGEL, LLP
A PARTNERSHIP INCLUDING
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ATTORNEYS AND COUNSELORS AT LAW

PAIGE BRYANT
ASSOCIATE ATTORNEY
TEXAS FORECLOSURE GROUP

15000 SURVEYOR BOULEVARD
SUITE 100, DEPARTMENT 2018
ADDISON, TEXAS 75001
TELEPHONE: (972) 386-5040
TELECOPIER: (972) 341-5075

August 19, 2013

CERTIFIED MAIL: 7196 9008 9111 6301 5551

BARBARA C. MYERS
C/O GLENDA MCGUIRE
9801 WESTHEIMER, STE 302
HOUSTON, TX 77042

Re: **RESCISSION OF ACCELERATION**

Property:	12215 Carola Forest Drive, Houston, Texas 77044
BDFTE No:	20090195402256
Mortgage Servicer:	Green Tree Servicing, LLC

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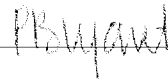
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Recording Info: Clerk's File Number Z198524
Property County: Harris County

Legal Description:

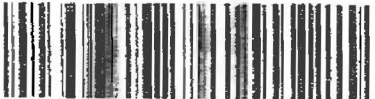
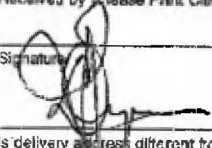
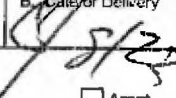
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Sincerely,



Paige Bryant

PB/af

2. Article Number		COMPLETE THIS SECTION ON DELIVERY	
		A. Received by (Please Print Clearly)	B. Date of Delivery
7196 9008 9111 6301 5544		C. Signature 	
3. Service Type CERTIFIED MAIL™		<input checked="checked" type="checkbox"/> Agent	<input type="checkbox"/> Addressee
4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes		D. Is delivery address different from item 1? If YES, enter delivery address below:	
1. Article Addressed to:		<input type="checkbox"/> Yes <input type="checkbox"/> No	
BARBARA C. MYERS 12215 CAROLA FOREST DR HOUSTON, TX 77044			
BDF#20090195402256			
PS Form 3811, January 2005		Domestic Return Receipt	

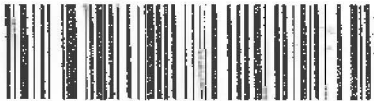
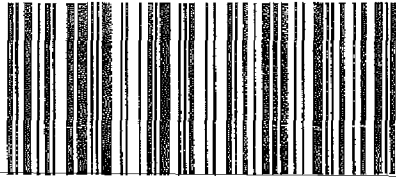
2. Article Number		COMPLETE THIS SECTION ON DELIVERY	
		A. Received by (Please Print Clearly)	B. Date of Delivery
7196 9008 9111 6301 5520		C. Signature	<input type="checkbox"/> Agent <input type="checkbox"/> Addressee
3. Service Type CERTIFIED MAIL™		<input checked="" type="checkbox"/> X	<input type="checkbox"/> Yes <input type="checkbox"/> No
4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes		D. Is delivery address different from item 1? If YES, enter delivery address below:	
1. Article Addressed to:			
LEEROY M. MYERS 12215 CAROLA FOREST DR HOUSTON, TX 77044 BDF#20090195402256			
PS Form 3811, January 2005		Domestic Return Receipt	

EXHIBIT F-2



7160 9666 9670 7320 2179



LEEROY M. MYERS
C/O GLENDA MCGUIRE, ATTORNEY AT LAW
9801 WESTHEIMER, SUITE 302
HOUSTON, TX 77042

CASEKEY: 20090195402256

**IMPORTANT INFORMATION IS CONTAINED
WITHIN THE ATTACHED NOTICE.**

PLEASE READ CAREFULLY

CERT

**BARRETT DAFFIN FRAPPIER TURNER &
ENGEL, LLP IS A DEBT COLLECTOR
ATTEMPTING TO COLLECT A DEBT. ANY
INFORMATION OBTAINED WILL BE USED FOR
THAT PURPOSE.**

Barrett Daffin Frappier Turner & Engel, LLP

A Partnership Including Professional Corporations

ATTORNEYS AND COUNSELORS AT LAW

15000 Surveyor Boulevard, Suite 100

Addison, Texas 75001

Telephone: (972) 419-1163

Telecopier: (972) 386-7673

April 23, 2014

Certified Mail 7160 9668 9670 7320 2179

LEEROY M. MYERS

C/O GLENDA MCGUIRE, ATTORNEY AT LAW

9801 WESTHEIMER, SUITE 302

HOUSTON, TX 77042

RE: Mortgage Servicer: GREEN TREE SERVICING LLC

Loan No.: [REDACTED]

BDFTE No.: 20090195402256

NOTICE OF DEFAULT AND INTENT TO ACCELERATE

This law firm represents GREEN TREE SERVICING LLC, the Mortgage Servicer, in its mortgage banking activities in the State of Texas. We have been authorized by the Mortgage Servicer to initiate legal proceedings in connection with the foreclosure of a Deed of Trust associated with your real estate loan (the "Debt").

GREEN TREE SERVICING LLC is acting as the Mortgage Servicer for GREEN TREE SERVICING LLC, who is the Mortgagee of the Note and Deed of Trust associated with the above referenced loan. GREEN TREE SERVICING LLC, as Mortgage Servicer, is representing the Mortgagee, whose address is:

GREEN TREE SERVICING LLC
c/o GREEN TREE SERVICING LLC
7360 SOUTH KYRENE ROAD
TEMPE, AZ 85283

The Mortgage Servicer is authorized to represent the Mortgagee by virtue of a servicing agreement with the Mortgagee. Pursuant to the Servicing Agreement and Texas Property Code §51.0025, the Mortgage Servicer is authorized to collect the debt and to administer any resulting foreclosure of the property securing the above referenced loan.

1. The loan associated with such Deed of Trust has been declared in default for failure to pay installments as required.
2. The action necessary to cure such default is payment of all sums necessary to bring such loan current according to the terms set out in the said Deed of Trust. The past due balance on the Debt as of the date of this notice, according to the records of the Mortgage Servicer, is \$44,576.59. Because of interest and other charges that may vary from day to day, the amount due on the day you pay may be greater. If you pay the amount shown above, an adjustment may be necessary after we receive your check, in which event we will inform you before depositing the check for collection. For further information, write or call the Foreclosure Department of this firm at (972) 419-1163. Payment must be made in certified funds, cashier's check or money order(s).
3. In the event the default has not been cured within thirty (30) days of this notice, the Mortgage Servicer will accelerate the maturity date of the Note evidencing the loan and declare all sums due thereunder immediately due and payable. The property will then be scheduled for foreclosure sale according to the terms of the Deed of Trust and the laws of the State of Texas.
4. You have the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense to acceleration and sale which you may have.

THIS FIRM IS A DEBT COLLECTOR ATTEMPTING TO COLLECT THE DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.



DFF20090195402256

April 23, 2014

Certified Mail 7160 9668 9670 7320 2179
20090195402256
LEEROY M. MYERS
C/O GLENDA MCGUIRE, ATTORNEY AT LAW
9801 WESTHEIMER, SUITE 302
HOUSTON, TX 77042

~~Federal law gives you thirty (30) days after you receive this letter to dispute the validity of the Debt or any part thereof. If you don't dispute the Debt within that period, this firm will assume that the Debt is valid. If you do dispute the Debt by notifying this firm in writing, the firm will obtain and mail verification of the Debt to you. If within the same period, you request in writing the name and address of the original mortgagee, and if the original mortgagee is different from the current mortgagee, this firm will furnish you with that information.~~

~~The law does not require this firm to wait until the end of the thirty-day period before taking action to collect the Debt. If, however, you have requested verification of the Debt or the name and address of the original mortgagee within the time stated above, this firm will cease collection activities until such requested information has been mailed to you.~~

~~Assert and protect your rights as a member of the armed forces of the United States. If you are or your spouse is serving on active military duty, including active military duty as a member of the Texas National Guard or the National Guard of another state or as a member of a reserve component of the armed forces of the United States, please send written notice of the active duty military service to the sender of this notice immediately.~~

~~If you are not obligated on the Debt, or if the Debt has been discharged in a bankruptcy proceeding, the Mortgage Servicer is not attempting to collect from you personally. You are being given this notice as a courtesy because your interest in the Real Estate may be affected.~~

Sincerely,



Paige Bryant

Barrett Daffin Frappier Turner & Engel, LLP

cc: Mortgage Servicer

Property Address: 12215 CAROLA FOREST DRIVE
HOUSTON, TX 77044

Your Loan No.: [REDACTED]

Mortgage Servicer: GREEN TREE SERVICING LLC

BARRETT DAFFIN FRAPPIER TURNER & ENGEL, LLP represents GREEN TREE SERVICING LLC regarding foreclosure proceedings related to your loan identified above.

Our client has asked us to provide you with this notice with information concerning foreclosure prevention alternatives.

You may have previously received from GREEN TREE SERVICING LLC communications with information concerning foreclosure prevention alternatives ("Borrower Solicitation Package"). If you have not received or no longer have a Borrower Solicitation Package from GREEN TREE SERVICING LLC, then you should contact GREEN TREE SERVICING LLC to obtain a Borrower Solicitation Package.

Even if you have previously advised GREEN TREE SERVICING LLC that you are not interested in alternatives to foreclosure, you can still be evaluated if you so desire.

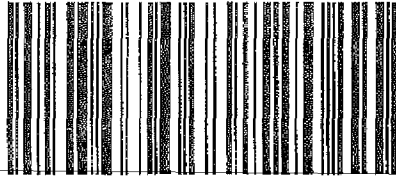
Please note if you desire to be considered for an alternative to foreclosure, our client has asked us to inform you that you must complete and submit all the required forms and information described in the Borrower Solicitation Package (your "Borrower Response Package") to GREEN TREE SERVICING LLC addressed as follows:

7360 SOUTH KYRENE ROAD
TEMPE, AZ 85283
Phone number: 800-643-0202

Your receipt of this notice should not be considered as an offer, guarantee or approval of any foreclosure alternative.

AT THIS TIME, OUR FIRM INTENDS TO PROCEED WITH THE FORECLOSURE PROCEEDINGS, INCLUDING ANY SALE THAT IS SCHEDULED. YOU SHOULD ASSUME THAT THE FORECLOSURE SALE WILL OCCUR AS IT IS SCHEDULED UNLESS YOU RECEIVE CONFIRMATION FROM US THAT THE FORECLOSURE SALE HAS BEEN CANCELED.

BARRETT DAFFIN FRAPPIER TURNER & ENGEL, LLP does not represent you. We cannot advise you in this matter. This NOTICE should NOT be regarded as legal advice, or as an offer or any representation that you qualify or will be approved for any alternative to foreclosure. If you have questions about your legal rights, you should obtain independent advice from an attorney of your choice.



7160 9668 9670 7320 2162

LEEROY M. MYERS
12215 CAROLA FOREST DRIVE
HOUSTON, TX 77044

CASEKEY: 20090195402256

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Barrett Daffin Frappier Turner & Engel, LLPA Partnership Including Professional Corporations
ATTORNEYS AND COUNSELORS AT LAW

15000 Surveyor Boulevard, Suite 100

Addison, Texas 75001

Telephone: (972) 419-1163

Telecopier: (972) 386-7673

April 23, 2014

Certified Mail 7160 9668 9670 7320 2162

LEEROY M. MYERS

12215 CAROLA FOREST DRIVE

HOUSTON, TX 77044

RE: Mortgage Servicer: GREEN TREE SERVICING LLC
 Loan No.: [REDACTED]
 BDFTE No.: 20090195402256

NOTICE OF DEFAULT AND INTENT TO ACCELERATE

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GREEN TREE SERVICING LLC is acting as the Mortgage Servicer for GREEN TREE SERVICING LLC, who is the Mortgagee of the Note and Deed of Trust associated with the above referenced loan. GREEN TREE SERVICING LLC, as Mortgage Servicer, is representing the Mortgagee, whose address is:

GREEN TREE SERVICING LLC
 c/o GREEN TREE SERVICING LLC
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20090195402256
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12215 CAROLA FOREST DRIVE
HOUSTON, TX 77044


Federal law gives you thirty (30) days after you receive this letter to dispute the validity of the Debt or any part thereof. If you don't dispute the Debt within that period, this firm will assume that the Debt is valid. If you do dispute the Debt by notifying this firm in writing, the firm will obtain and mail verification of the Debt to you. If within the same period, you request in writing the name and address of the original mortgagee, and if the original mortgagee is different from the current mortgagee, this firm will furnish you with that information.

The law does not require this firm to wait until the end of the thirty-day period before taking action to collect the Debt. If, however, you have requested verification of the Debt or the name and address of the original mortgagee within the time stated above, this firm will cease collection activities until such requested information has been mailed to you.

Assert and protect your rights as a member of the armed forces of the United States. If you are or your spouse is serving on active military duty, including active military duty as a member of the Texas National Guard or the National Guard of another state or as a member of a reserve component of the armed forces of the United States, please send written notice of the active duty military service to the sender of this notice immediately.

If you are not obligated on the Debt, or if the Debt has been discharged in a bankruptcy proceeding, the Mortgage Servicer is not attempting to collect from you personally. You are being given this notice as a courtesy because your interest in the Real Estate may be affected.

Sincerely,


Paige Bryant

Barrett Daffin Frappier Turner & Engel, LLP

cc: Mortgage Servicer

Property Address: 12215 CAROLA FOREST DRIVE
HOUSTON, TX 77044

Your Loan No.: [REDACTED]

Mortgage Servicer: GREEN TREE SERVICING LLC

BARRETT DAFFIN FRAPPIER TURNER & ENGEL, LLP represents GREEN TREE SERVICING LLC regarding foreclosure proceedings related to your loan identified above.

Our client has asked us to provide you with this notice with information concerning foreclosure prevention alternatives.

You may have previously received from GREEN TREE SERVICING LLC communications with information concerning foreclosure prevention alternatives ("Borrower Solicitation Package"). If you have not received or no longer have a Borrower Solicitation Package from GREEN TREE SERVICING LLC, then you should contact GREEN TREE SERVICING LLC to obtain a Borrower Solicitation Package.

Even if you have previously advised GREEN TREE SERVICING LLC that you are not interested in alternatives to foreclosure, you can still be evaluated if you so desire.

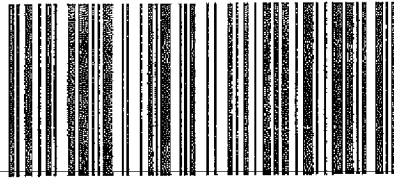
Please note if you desire to be considered for an alternative to foreclosure, our client has asked us to inform you that you must complete and submit all the required forms and information described in the Borrower Solicitation Package (your "Borrower Response Package") to GREEN TREE SERVICING LLC addressed as follows:

7360 SOUTH KYRENE ROAD
TEMPE, AZ 85283
Phone number: 800-643-0202

Your receipt of this notice should not be considered as an offer, guarantee or approval of any foreclosure alternative.

AT THIS TIME, OUR FIRM INTENDS TO PROCEED WITH THE FORECLOSURE PROCEEDINGS, INCLUDING ANY SALE THAT IS SCHEDULED. YOU SHOULD ASSUME THAT THE FORECLOSURE SALE WILL OCCUR AS IT IS SCHEDULED UNLESS YOU RECEIVE CONFIRMATION FROM US THAT THE FORECLOSURE SALE HAS BEEN CANCELED.

BARRETT DAFFIN FRAPPIER TURNER & ENGEL, LLP does not represent you. We cannot advise you in this matter. This NOTICE should NOT be regarded as legal advice, or as an offer or any representation that you qualify or will be approved for any alternative to foreclosure. If you have questions about your legal rights, you should obtain independent advice from an attorney of your choice.



7160 9668 9670 7320 2186

BARBARA C. MYERS
12215 CAROLA FOREST DRIVE
HOUSTON, TX 77044

CASEKEY: 20090195402256

**IMPORTANT INFORMATION IS CONTAINED
WITHIN THE ATTACHED NOTICE.**

PLEASE READ CAREFULLY

CERT

**BARRETT DAFFIN FRAPPIER TURNER &
ENGEL, LLP IS A DEBT COLLECTOR
ATTEMPTING TO COLLECT A DEBT. ANY
INFORMATION OBTAINED WILL BE USED FOR
THAT PURPOSE.**

Barrett Daffin Frappier Turner & Engel, LLP

A Partnership Including Professional Corporations

ATTORNEYS AND COUNSELORS AT LAW

15000 Surveyor Boulevard, Suite 100

Addison, Texas 75001

Telephone: (972) 419-1163

Telecopier: (972) 386-7673

April 23, 2014

Certified Mail 7160 9668 9670 7320 2186

BARBARA C. MYERS

12215 CAROLA FOREST DRIVE

HOUSTON, TX 77044

RE: Mortgage Servicer: GREEN TREE SERVICING LLC
 Loan No.: [REDACTED]
 BDFTE No.: 20090195402256

NOTICE OF DEFAULT AND INTENT TO ACCELERATE

This law firm represents GREEN TREE SERVICING LLC, the Mortgage Servicer, in its mortgage banking activities in the State of Texas. We have been authorized by the Mortgage Servicer to initiate legal proceedings in connection with the foreclosure of a Deed of Trust associated with your real estate loan (the "Debt").

GREEN TREE SERVICING LLC is acting as the Mortgage Servicer for GREEN TREE SERVICING LLC, who is the Mortgagee of the Note and Deed of Trust associated with the above referenced loan. GREEN TREE SERVICING LLC, as Mortgage Servicer, is representing the Mortgagee, whose address is:

GREEN TREE SERVICING LLC
 c/o GREEN TREE SERVICING LLC
 7360 SOUTH KYRENE ROAD
 TEMPE, AZ 85283

The Mortgage Servicer is authorized to represent the Mortgagee by virtue of a servicing agreement with the Mortgagee. Pursuant to the Servicing Agreement and Texas Property Code §51.0025, the Mortgage Servicer is authorized to collect the debt and to administer any resulting foreclosure of the property securing the above referenced loan.

1. The loan associated with such Deed of Trust has been declared in default for failure to pay installments as required.
2. The action necessary to cure such default is payment of all sums necessary to bring such loan current according to the terms set out in the said Deed of Trust. The past due balance on the Debt as of the date of this notice, according to the records of the Mortgage Servicer, is \$44,576.59. Because of interest and other charges that may vary from day to day, the amount due on the day you pay may be greater. If you pay the amount shown above, an adjustment may be necessary after we receive your check, in which event we will inform you before depositing the check for collection. For further information, write or call the Foreclosure Department of this firm at (972) 419-1163. Payment must be made in certified funds, cashier's check or money order(s).
3. In the event the default has not been cured within thirty (30) days of this notice, the Mortgage Servicer will accelerate the maturity date of the Note evidencing the loan and declare all sums due thereunder immediately due and payable. The property will then be scheduled for foreclosure sale according to the terms of the Deed of Trust and the laws of the State of Texas.
4. You have the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense to acceleration and sale which you may have.

THIS FIRM IS A DEBT COLLECTOR ATTEMPTING TO COLLECT THE DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.



DEF20090195402256

April 23, 2014

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20090195402256
BARBARA C. MYERS
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HOUSTON, TX 77044

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Sincerely,



Paige Bryant

Barrett Daffin Frappier Turner & Engel, LLP

cc: Mortgage Servicer

Property Address: 12215 CAROLA FOREST DRIVE
HOUSTON, TX 77044

Your Loan No.: [REDACTED]

Mortgage Servicer: GREEN TREE SERVICING LLC

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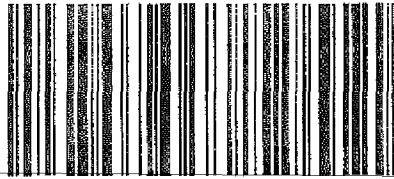
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7160 9668 9670 7320 2193

BARBARA C. MYERS
C/O GLENDA MCGUIRE, ATTORNEY AT LAW
9801 WESTHEIMER, SUITE 302
HOUSTON, TX 77042

CASEKEY: 20090195402256

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ATTORNEYS AND COUNSELORS AT LAW

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Addison, Texas 75001

Telephone: (972) 419-1163

Telecopier: (972) 386-7673

April 23, 2014

Certified Mail 7160 9668 9670 7320 2193

BARBARA C. MYERS

C/O GLENDA MCGUTRE, ATTORNEY AT LAW

9801 WESTHEIMER, SUITE 302

HOUSTON, TX 77042

RE: Mortgage Servicer: GREEN TREE SERVICING LLC

Loan No.: [REDACTED]

BDFTE No.: 20090195402256

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Sincerely,



Paige Bryant

Barrett Daffin Frappier Turner & Engel, LLP

cc: Mortgage Servicer

Property Address: 12215 CAROLA FOREST DRIVE
HOUSTON, TX 77044

Your Loan No.: [REDACTED]

Mortgage Servicer: GREEN TREE SERVICING LLC

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Name and Address of Sender
Barrett Daffin Frappier
Turner & Engel, LLP
15000 Surveyor Boulevard Suite 100
Addison, TX 75001

Check the appropriate box:
☒ Certified ☐ Recorded Delivery (International)
☐ COD ☐ Registered
☐ Delivery Confirmation ☐ Return Receipt for Merchandise
☐ Express Mail ☐ Signature Confirmation
☐ Insured

Postage Stamp Here
If issued, attach
certificate of mailing,
or for additional
copies of this bill:
Postmark and
Date of Receipt

4/23/2014

Case 4:12-cv-00088 Document 23-2 Filed 01/08/14 Page 33 of 33

Article Number	Addressee (Name, Street, City, State, & ZIP Code)	Postage	Fee	RR Fee
1. 7160 9668 9670 7320 2162 20090195402256AFF	LEEROY M. MYERS 12215 CAROLA FOREST DRIVE HOUSTON, TX 77044	\$0.48	\$3.30	Return Receipt
2. 7160 9668 9670 7320 2179 20090195402256AFF	LEEROY M. MYERS 9801 WESTHEIMER, SUITE 302 HOUSTON, TX 77042	\$0.48	\$3.30	Return Receipt
3. 7160 9668 9670 7320 2186 20090195402256AFF	BARBARA C. MYERS 12215 CAROLA FOREST DRIVE HOUSTON, TX 77044	\$0.48	\$3.30	Return Receipt
4. 7160 9668 9670 7320 2193 20090195402256AFF	BARBARA C. MYERS 9801 WESTHEIMER, SUITE 302 HOUSTON, TX 77042	\$0.48	\$3.30	Return Receipt
Total Number of Pieces Listed by Sender: 4				
Total Number of Pieces Received at Post Office: 4				
Postmaster, Per: (Name of receiving employee)				
The full declaration of value is required on all domestic and international registered mail. The maximum indemnity payable for the reconstruction of nonnegotiable documents under Express Mail document reconstruction insurance is \$500 per piece subject to additional limitations for multiple pieces lost or damaged in a single catastrophic occurrence. The maximum indemnity payable on Express Mail merchandise insurance is \$500, but optional Express Mail Service merchandise insurance is available for up to \$5,000 to some, but not all countries. The maximum indemnity payable is \$25,000 for registered mail sent with optional postal insurance. See Domestic Mail Manual (DMM), 5013, and 5021 for limitations of coverage on insured and COD mail. See International Mail Manual for limitations of coverage on international mail. Scaled handling charges apply only to Standard Mail (A) and Standard Mail (B) parcels.				

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(Variation of USPS Form 3877, February 2002)

Complete by Typewriter, Ink, or Ball Point Pen

Page 1 of 1

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